

Amendment No. 1
To Berkeley Deep Drive Participation Agreement

This Amendment (“Amendment”) is made by and between the Regents of the University of California, on behalf of its Berkeley campus (“California”) and Futurewei Technologies (“Futurewei”) to modify the Berkeley Deep Drive Participation Agreement (“Agreement”) made and entered into by and between Futurewei and California which governs conditions for Futurewei membership in California’s Berkeley Deep Drive Industry Center (“BDD”) This Amendment is effective as of the date of the last signature below.

Whereas, Futurewei wishes to change its membership to a Collaboration Member,

1. The following replaces the first sentence in paragraph 3 of the Agreement:

The annual level of support for each year of membership is \$300,000 except for calendar year 2017 in which the member fee is \$200,000.

2. The following is appended to paragraph 3.1 of the Agreement as follows:

The Member further elects the Collaboration Membership (“Collaboration Member” or “CM”) category. The Member will fund an additional project as listed in Exhibit A and as maybe updated from time to time.

3. CM will provide to California an additional Project Fee of \$150,000 to support the project listed in Exhibit A.
4. Paragraph 3.2 is amended to read:

Please send invoices for the BDD Membership fee via email to:

Sid Askary
sid.askary@huawei.com
Corporate Technical Planning
Futurewei Technologies, Inc (DBA Huawei US R&D)
2330 Central Expy.
Santa Clara, CA 95050

Please send invoices for the Collaboration Membership fee via email to:

Liang Peng
liang.peng@huawei.com
Sr. Director, Technical Planning & Strategy
Futurewei (Huawei US R&D)
2330 Central Expy.
Santa Clara, CA 95050

5. Payments are due within thirty days of receipt an invoice.
6. The research results for such Collaboration Project shall be managed according to the terms of the Agreement.
7. If CM should terminate Membership prior to end of Collaboration Project (s) period, no refund shall be made by California for unused CM Membership Fees.
8. All remaining terms and conditions of the Agreement shall remain the same.

In witness whereof, the parties hereto have caused this agreement to be executed by their duly authorized representatives.

For Futurewei	For The Regents of the University of California ("California"):
By: <u>Jason Chao</u>	By: <u>Lynne Hollyer</u>
Name: <u>Jason Chao</u>	Name: <u>Lynne Hollyer</u>
Title: <u>President</u>	Title: <u>Associate Director, IAO</u>
Date: <u>Oct 18, 2018</u>	Date: <u>10/25/2017</u>

Exhibit A

Project Funded by Collaboration Member

Large Scale Visual Data Collection